

## **Hyundai Connected Mobility GmbH**

### **HYUNDAI PAY - TERMS OF USE**

Valid from February 2025.

Other language versions of this Terms of Use can be accessed and downloaded at:

<https://www.hyundai.com/eu/hyundai-pay-terms-of-use.html>

## **1. SCOPE OF APPLICATION AND DESCRIPTION OF SERVICES**

### **1.1. Scope of these Terms of Use and Contracting Parties**

These Terms govern the provision of Hyundai Pay to you. Hyundai Pay is provided to you by Hyundai Connected Mobility GmbH, registered under the registration number HRB 56445, Kaiserleipromenade 5, 63067 Offenbach am Main, Germany; email: [info@Hyundai-connect.eu](mailto:info@Hyundai-connect.eu) ("Hyundai"; "we"; "us"; "our").

### **1.2. Description of Hyundai Pay**

Hyundai Pay provides you with a digital wallet which allows you to store payment information (i.e. one or more of your payment cards to pay for products and services provided by Hyundai) together with pertaining billing information (e.g. your address).

Hyundai Pay is used to store only tokenised payment card payment information. No funds, payment values or payment balances can be deposited or managed in Hyundai Pay.

No payment card details will be stored in Hyundai Pay in plain text. The Hyundai Pay service stores only an encrypted token for your payment card.

The token is linked to your payment card and can be used only by Hyundai. This ensures that even in the unlikely event of a data breach at Hyundai, your payment card details cannot be extracted from Hyundai Pay's stored data.

Your payment card is added to Hyundai Pay when you make your first purchase in the Bluelink Store.

Payment card can also be added to Hyundai Pay after registering for In-Car Payment services.

Technically, Hyundai Pay is provided and operated for Hyundai by BlueWalnut Co. Ltd., 3, Gukhoe-daero 66-gil, Yeongdeungpo-gu, Seoul, Korea – a Hyundai group company.

### **1.3. Availability of Hyundai Pay**

Hyundai Pay is available only in the following countries: Albania, Austria, Belgium, Bosnia, Bulgaria, Ceuta, Croatia, Cyprus, Czechia, Denmark, Estonia, Finland, France, Georgia, Germany, Greece, Hungary, Iceland, Ireland, Italy, Kosovo, Latvia, Lithuania, Luxembourg, Malta, Moldova, Monaco, Montenegro, Netherlands, North Macedonia, Norway, Poland, Portugal, Romania, San Marino, Serbia, Slovakia, Spain, Sweden, Switzerland, Ukraine, the United Kingdom and Vatican.

Hyundai reserves the right to reduce or expand the list of the countries in which Hyundai Pay is available.

## **2. Adding payment cards to Hyundai Pay**

### **2.1. Adding payment cards to Hyundai Pay**

Only payment cards can be added to Hyundai Pay. At present, Mastercard, VISA, and American Express branded payment cards are supported.

We reserve the right to extend or limit the range of supported payment methods in the future.

By adding a card to Hyundai Pay, you accept all the terms and policies provided to you by your card's issuing bank ("Bank Terms").

These Bank Terms apply to your use of the card within Hyundai Pay in the same way as they apply to any other transaction that you complete with your (physical) payment card.

By adding a supported payment card, you confirm and warrant that you are authorised to use said payment card and authorise us and our payment service provider to charge the payment card for the total amount of your purchase.

### **2.2. Tokenisation of the payment card**

To add your payment card to Hyundai Pay, a token for your payment card is generated using the Visa Token ID service.

Visa Token ID is provided by our service provider, Bell Identification B.V., Stationsplein 45, A.06.16, 3013AK Rotterdam, The Netherlands ("Bell ID"). Only the token provided by Bell ID is stored on Hyundai's servers.

To generate the token, Bell ID collects information about your payment card (in particular your name, card number, expiry date, security code).

This information is collected exclusively by Bell ID and processed on their systems in accordance with the security requirements of the payment card industry.

### **3. PAYMENT PROCESSING AND INVOICING**

#### **3.1. Payment processing service provider**

If you make a purchase with a payment card stored in Hyundai Pay, the subsequent payment processing and generation of the invoice is carried out by our partner, Stripe Payment Europe Ltd, One Building, 1 Grand Canal Street Lower, Dublin 2, Ireland ("Stripe").

#### **3.2. Payment processing**

For payment processing, Hyundai provides Stripe with the data required to authorise the payment. This primarily includes the payment amount, the currency code, a description for the booking text, the token of your payment card, and a merchant identifier for authorisation of Hyundai provided to Stripe. The actual payment processing, i.e. the charging of your payment card, is carried out by and under the responsibility of Stripe and Stripe's partners.

You authorise Hyundai and the involved payment processors to charge the payment amount to the payment card you selected in Hyundai Pay for the respective purchase.

You acknowledge and accept that purchases made in the Bluelink Store are solely between you and Hyundai.

The payments made are subject to your agreements with your payment card's issuing bank.

#### **3.3. Strong customer authentication**

Depending on the type of payment card you use, you may be asked to verify your payment method via 3-D Secure or another method to secure the payment during the order process.

If you have questions concerning the activation or use of the 3-D Secure authentication process, contact your bank for more information.

#### **3.4. Invoicing**

To issue a detailed invoice, Hyundai will also provide Stripe with the billing address you have provided, as well as any other invoice-related data you have provided for individual cases.

### **4. COSTS FOR HYUNDAI PAY**

Hyundai Pay is provided free of charge to you as a user.

Please note that fees may be charged by your payment card's issuing bank for the provision and use of your payment card.

These are based on your usage agreement with the payment card's issuing bank.

### **5. COSTS WHEN RETURNING PAYMENT CARD PAYMENTS**

The return and refund of products and services purchased from Hyundai in the Bluelink Store is governed by the Bluelink Store Terms of Use.

Please use the options provided in the Bluelink Store or contact Bluelink support if you wish to withdraw from a purchase or wish to ask for a refund.

If you object to a payment card charge to your payment card's issuing bank, the payment amount will be reversed in accordance with the terms of your payment card's issuing bank.

If you have reversed a booking which relates to a justified claim of Hyundai, we reserve the right to charge you for any expenses incurred by Hyundai as a result thereof.

### **6. YOUR OBLIGATIONS AS A USER**

**6.1.** You are not permitted to use Hyundai Pay for any fraudulent, unlawful, or abusive purposes, or in any way that is not described in these Terms of Use or other materials provided by us to you, or that interferes with our provision of Hyundai Pay to you or to our other customers.

**6.2.** You agree that you will not abuse, misuse, or take any action or inaction that damages our business operations, services, reputation, employees, or facilities.  
In case of misuse, abuse or damaging action or inaction by you, you agree to indemnify, defend, and hold us harmless from and against any and all costs, expenses (including attorneys' fees), losses, damages, and other liabilities which arise from or are in connection with a claim or demand that any third party makes against us arising in whole or in part from that use or misuse, or your actions or failure to act.

**6.3.** No use of the payment function by third parties  
You must not disclose your payment card details, payment card security code, or Hyundai Pay access credentials to anyone.  
You are responsible for protecting your Hyundai account, Hyundai Pay, and payment card/bank account details from unauthorised access by third parties caused by your own actions, by ensuring that no one watches you enter your details when you use the payment function or add a payment card to Hyundai Pay.

Hyundai is not responsible for any damage caused by third parties obtaining and possibly using your access credentials or payment card data.

If you believe or know that someone may have used or attempted to use your payment card, contact your payment card provider.

Also inform your payment card provider if you notice any errors or unauthorised payments related to the payment function.

## **7. CHANGES TO THESE CONDITIONS**

Hyundai will offer you changes to these Terms of Use no later than two months before the proposed new Terms of Use come into effect by displaying the new terms in Hyundai Pay.

If you do not accept the proposed amended Terms of Use, we reserve the right to terminate the Agreement for the use of Hyundai Pay.

If you do not accept the proposed amended Terms of Use, please see the termination policy under section 8.0 TERM AND TERMINATION.

## **8. TERM AND TERMINATION**

### **8.1. Start of the Agreement and term**

This Agreement commences when you first add a payment card to Hyundai Pay and ends automatically when your agreement related to the use of Bluelink ends, unless terminated earlier in accordance with the provisions in this section.

### **8.2. Termination**

This Agreement for the use of Hyundai Pay may be terminated by you at any time with immediate effect and by Hyundai at any time with one month's notice, provided that you are not bound to any outstanding payment obligation in relation to Bluelink or In-Car Payment services.

Hyundai may also terminate this Agreement if you do not accept an amendment to these Terms of Use, see Section 7.

The statutory rights of termination and in particular the right to terminate for good cause remain unaffected.

Good cause for termination by Hyundai exists in particular if you breach your user obligations as set out in Section 6.

## **9. SUSPENSION OF THE ABILITY TO USE PAYMENT CARDS IN HYUNDAI PAY**

### **9.1. Suspension of the ability to use a payment card in Hyundai Pay**

We may temporarily or permanently suspend the ability to use a payment card stored in Hyundai Pay for payment in the Bluelink Store if the payment card is blocked by the card's issuing bank, if you breach these Terms of Use, provide false, incomplete, inaccurate, or misleading information, or otherwise act fraudulently or unlawfully, or if we become aware of suspicious activity indicative of fraud or unlawful activity.

### **9.2. Removing unused payment cards from Hyundai Pay**

If you do not use a payment card you added to Hyundai Pay for payments for twenty-four months or more, we reserve the right to remove the payment card concerned from Hyundai Pay.

If your payment card is terminated for any reason, you shall: (i) continue to be bound by these Terms of Use; (ii) be liable for all transactions processed through the respective payment card; and (iii) immediately remove the respective payment card from Hyundai Pay.

## **10. LIABILITY**

Hyundai's liability for damages, irrespective of the legal grounds (in particular in the case of delay, defects, or other breaches of duty), is limited to the foreseeable damage typical for the contract.

The above limitation of liability does not apply to Hyundai's liability for wilful misconduct or gross negligence, for guaranteed characteristics, for injury to life, body, or health or under the Product Liability Act.

## **11. CUSTOMER SUPPORT, DATA PROTECTION ENQUIRIES, COMPLAINTS**

### **11.1. In case of questions or complaints, you may contact us at**

Hyundai Connected Mobility GmbH

Email: [bluelink@hyundai-europe.com](mailto:bluelink@hyundai-europe.com)

Ordinary mail: Kaiserleipromenade 5, 63067 Offenbach am Main, Germany

Phone number: +49 69271472377

### **11.2. Data protection enquiries**

For contact details for data protection enquiries and information regarding the personal data collected and processed in connection with the services, please refer to our Hyundai Pay Privacy Notice, which you can view in Hyundai Pay.

Alternatively, you may also contact our data protection officer at the email address [HCM.dataprotection@hyundai-europe.com](mailto:HCM.dataprotection@hyundai-europe.com), or by writing to c/o Data Protection Officer at the above address via ordinary mail.

**11.3. Online dispute resolution**

The European Commission provides a website for online dispute resolution, dedicated to helping consumers and traders resolve their disputes out of court, and which is available at <http://ec.europa.eu/consumers/odr/>.

Hyundai does not and is not obligated to participate in alternative dispute resolution procedures before an alternative dispute resolution entity for consumers.

**12. MISCELLANEOUS**

- 12.1.** These Terms of Use are the entire agreement of the Parties with respect to the subject matter of the use of Hyundai Pay and supersede all prior agreements, written or oral, between the Parties with respect to the subject matter.
- 12.2.** These Terms of Use are available in all supported languages.  
Once you have accepted the Terms of Use, you can view them in Hyundai Pay and online at <https://www.hyundai.com/eu/hyundai-pay-terms-of-use.html>
- 12.3.** Deviating, conflicting or supplementing terms and conditions of the user shall only govern the use of Hyundai Pay if explicitly accepted by us in writing.
- 12.4.** Any amendments and additions to these Terms of Use as well as notifications necessary for their execution require text form (including email, fax, or confirmation in the myHyundai App) to be effective.  
This text form requirement can be overruled in text form only.
- 12.5.** We are entitled to assign our rights and duties under this Agreement to another service provider either in full or in part by providing six weeks' notice to you.  
In this case, however, you shall be entitled to terminate the Agreement within one month after receipt of the notification effective at the time of the intended assignment of the Agreement to the company which is taking over from Hyundai in the Agreement.  
We shall expressly inform you of this right of termination in the notification.  
For the avoidance of doubt, this right is without prejudice to your right to terminate the Terms of Use and thereby the right to use Hyundai Pay as stipulated in Section 8.